IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.40 OF 2004
IN
SUMMARY SUIT NO.3836 OF 2003

Ramkumar Puranchand Gupta ..Plaintiff.

Vs.

Kishore D. Gangar ..Defendant.

Ms.Neela A. Mehta, Advocate for the Plaintiff.

None for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 18TH JANUARY, 2005

P.C. :

The suit is filed to recover the price of goods sold and delivered. There is no denial of the fact that the goods were received by the Defendant. Nor is there denial of the invoices raised by the Plaintiff which specify an interest of 21% per annum.

2. The Defendant contends that the transaction was executed on behalf of a partnership firm of which he is a party. The Defendant therefore, in any event, would be liable as a partner of that firm. Further, the Defendant has failed and neglected to furnish the details of the alleged partnership though

requested to do so by the Plaintiff.

3. The further defence is that the Defendant paid an amount of Rs.1,00,190/- in full and final satisfaction of the Plaintiff's dues. The Defendant relies upon a letter dated 29.7.2002 addressed by the Plaintiff in this regard. The said letter however only requests the Defendant to send a cheque for the pending balance amount in full settlement. It does not reduce the amount to Rs.1,00,000/-. In the circumstances, there is no defence to the suit at all.

4. The Summons for Judgment is therefore made absolute. Interest after the date of the suit shall be at 12% per annum.

Refund of Court fees as per rules.

For the purpose of refund, all parties including the Prothonotary and Senior Master to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer.